

County of Los Angeles  
**DEPARTMENT OF PUBLIC SOCIAL SERVICES**

12860 CROSSROADS PARKWAY SOUTH • CITY OF INDUSTRY, CALIFORNIA 91746  
Tel (562) 908-8400 • Fax (562) 908-0459



BRYCE YOKOMIZO  
Director

LISA NUÑEZ  
Chief Deputy



Board of Supervisors

GLORIA MOLINA  
First District

YVONNE BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DOUGLAS KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

June 29, 2006

**TO:** Each Supervisor

A handwritten signature in black ink, appearing to read 'Bryce Yokomizo', written over the 'TO:' line.

**FROM:** Bryce Yokomizo, Director

**SUBJECT: NOTICE OF EXECUTION OF AMENDMENT NO. 9 TO AGREEMENT  
72426 WITH THE PERSONAL ASSISTANCE SERVICES COUNCIL  
(PASC)**

Attached is a copy of Amendment No. 9 to County Agreement Number 72426 with the Los Angeles County Personal Assistance Services Council that was executed on June 29, 2006 in accordance with section 3.3 of such agreement. Amendment No. 9 extends the existing contract for fiscal year 2006-2007 and includes the appropriated funding of \$50,000,000 to maintain the current In-Home Supportive Services Providers' hourly wage rate of \$8.45 budgeted for DPSS.

The Chief Administrative Office and County Counsel have reviewed and approved Amendment No. 9 as to form.

BY:vs

Attachment

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors  
Auditor-Controller  
PASC Executive Director

*"To Enrich Lives Through Effective And Caring Service"*



**AMENDMENT NUMBER 9  
TO  
AGREEMENT NO. 72426 BETWEEN  
COUNTY OF LOS ANGELES  
AND  
LOS ANGELES PERSONAL ASSISTANCE SERVICES COUNCIL  
(PASC)**

Prepared By  
Department of Public Social Services  
Adult Services Division

June 2006

**AMENDMENT NUMBER 9  
TO  
AGREEMENT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
LOS ANGELES PERSONAL ASSISTANCE SERVICES COUNCIL (PASC)**

THIS AMENDMENT is made and entered into this 29th day of June 2006, by and between the County of Los Angeles, hereinafter referred to as COUNTY, and the Los Angeles County Personal Assistance Services Council ("PASC").

WHEREAS, reference is made to that certain document entitled "AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND LOS ANGELES COUNTY PERSONAL ASSISTANCE SERVICES COUNCIL," dated September 14, 1999 and further identified as County Agreement No. 72426 and any Amendments thereto (all hereafter "Agreement");

WHEREAS, it is the intent of the parties hereto to amend Agreement to appropriate certain funds to the PASC and to make the changes described hereinafter; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by both parties; and

NOW THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective upon execution of both parties.
2. Paragraph 5.0 of Section IV, FISCAL PROVISIONS, is deleted in its entirety and replaced with the following:
  - 5.0 Beginning with Fiscal Year 2003-2004, the COUNTY agrees to make payments to the PASC for administrative costs not to exceed the amount authorized in the COUNTY'S approved budget which are set forth below. The PASC administrative costs subject to this section are to cover all PASC operational costs except for health care plan administrative costs as set forth in paragraph 4.3.1 above. County funds allocated for IHSS provider wages and benefits are not part of these administrative costs.
  - 5.1 For each fiscal year that this contract is in operation, the COUNTY shall make payment to the PASC for administrative costs not to exceed the amount specified in Paragraph 5.2 and the COUNTY shall retain any State and federal monies received by the COUNTY to cover PASC administrative costs as those costs are defined in Paragraph 5.0. COUNTY will also provide PASC with any monies authorized by the Board of Supervisors to cover these PASC administrative costs, to the extent the PASC submits proof of valid expenses.

**AMENDMENT NUMBER 9  
TO  
AGREEMENT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
LOS ANGELES PERSONAL ASSISTANCE SERVICES COUNCIL (PASC)**

- 5.2 Effective June 1, 2006 through July 31, 2007, the COUNTY shall reimburse the PASC for valid expenses associated with administrative costs, as defined in Paragraph 5.0, in an amount not to exceed \$2,920,000 per fiscal year. On a monthly basis, the PASC shall submit to DPSS an invoice detailing the amounts expended by the PASC for these administrative costs for the prior month. The COUNTY shall reimburse the PASC on a monthly basis, for all valid expenses associated with administrative costs as defined in Paragraph 5.0, in an amount not to exceed \$2,920,000 per fiscal year. The PASC shall submit monthly invoices to DPSS detailing the amounts expended by the PASC for administrative costs for the prior month. The COUNTY shall reimburse the PASC on a monthly basis, for all such valid expenses up to the amount set forth in this subparagraph 5.2.
- 5.2.1 For future fiscal years, contingent upon appropriation by the County's Board of Supervisors, the COUNTY'S payment to the PASC for the PASC's administrative costs as defined in paragraph 5.0, shall not exceed \$2,920,000, except as an additional amount may be appropriated by the County's Board of Supervisors. If the Board makes such an appropriation, the PASC shall submit to DPSS a monthly invoice detailing the amounts expended by the PASC for these administrative costs. On a monthly basis, the COUNTY shall reimburse the PASC for all such valid expenses up to the annual limit set forth in this subparagraph 5.2.1.
- 5.2.2 For PASC's administrative costs, as defined in paragraph 5.0, that exceed the amount appropriated by the COUNTY, the COUNTY shall continue to submit claims for reimbursement and pass through to the PASC any State and federal funds authorized by the State. The COUNTY shall have no obligation to contribute any COUNTY share toward such expenses.
- 5.2.3 All invoices submitted by PASC for payment, must be approved by the County prior to payment.
- 5.2.4 COUNTY will not authorize payment on incomplete or inaccurate invoices.
- 5.2.5 COUNTY shall make a reasonable effort to effect payment to PASC within thirty (30) calendar days of receipt of an invoice, which is accurate as to form and content.

**AMENDMENT NUMBER 9  
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AGREEMENT BETWEEN  
COUNTY OF LOS ANGELES  
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5.2.6 Prior to receiving final payment upon termination of this Agreement, PASC shall submit a signed written release discharging COUNTY, its officers and employees, from all liabilities, obligations and claims arising out of or under this Agreement.

5.2.7 PASC shall have no claim against COUNTY for payment of any money or reimbursement for any service provided by PASC after the termination of this Agreement. Should PASC receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY.

5.2.7.1 Payment by COUNTY for services rendered after termination of this Agreement shall not constitute a waiver of COUNTY'S right to recover such payment from PASC. This provision shall survive the termination of this Agreement.

5.2.7.2 COUNTY shall have no obligation for payment other than as set forth in this Agreement.

5.4 In no event, shall COUNTY'S net County cost exceed the amount included in the Board approved budget for this program in each fiscal year.

3. Subparagraphs 4.0.5 and 4.0.5.1 of Paragraph 4.0 of Section IV, FISCAL PROVISIONS are deleted in their entirety and replaced with the following:

4.0.5 For Fiscal Year 2006-2007, the COUNTY'S appropriation for the PASC negotiated wage, above minimum wage, shall not exceed the total of \$50,000,000. This amount is an absolute limit on the COUNTY'S cost and the COUNTY is not obligated by this Agreement in any way to pay or subsidize beyond this appropriation amount any portion of any PASC negotiated wage increase beyond the minimum wage.

4.0.5.1 In the event the State's share of wages pursuant to Welfare and Institutions Code §12306.1 is not forthcoming or in any way becomes unavailable, the COUNTY'S above stated obligation for any wage above minimum wage or capitation payments, shall terminate, whether or not the COUNTY

**AMENDMENT NUMBER 9  
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AGREEMENT BETWEEN  
COUNTY OF LOS ANGELES  
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LOS ANGELES PERSONAL ASSISTANCE SERVICES COUNCIL (PASC)**

reached its maximum allocation of funds for the 2006-2007 fiscal year, as set forth above. Both parties further agree that Welfare and Institutions Code §12306(c)(3) does not obligate the County in any way or at any time to fund the State share of wages or capitation payments negotiated pursuant to Welfare and Institutions Code §12306.1.

4. Subparagraph 4.3.1 of Paragraph 4 of Section IV, FISCAL PROVISIONS is deleted in its entirety and replaced with the following:
  - 4.3.1 For future fiscal years, contingent upon appropriation by the COUNTY'S Board of Supervisors, and the continual receipt of State funds allocated to cover benefits pursuant to Welfare and Institutions Code §12306.1, the COUNTY'S payment to the PASC for the PASC's administration of the Health Care Plan shall not exceed \$500,000 except as an additional amount may be appropriated by the County's Board of Supervisors. Such future appropriations are contingent upon the terms of the Collective Bargaining agreement by the PASC and SEIU Local 434B continuing the Health Care Plan, the continual receipt of State funds allocated to cover benefits pursuant to Welfare and Institutions Code §12306.1 and appropriation by the COUNTY'S Board of Supervisors. The COUNTY shall have no obligation to provide any amount towards the administration of the Health Care Plan for succeeding Fiscal Years, unless and until the Board of Supervisors makes such appropriation. If the Board makes such an appropriation, the PASC shall submit to DPSS a monthly invoice detailing the amounts expended by the PASC to administer the Health Care Plan. The COUNTY shall reimburse the PASC for all such valid expenses up to the annual limit set forth in this subparagraph 4.3.1.
5. Subparagraphs 6.0.2.3 and 6.0.7 of Paragraph 6 of Section IV, FISCAL PROVISIONS are deleted in their entirety and replaced with the following:
  - 6.0.2.3 With respect to any PASC wage for IHSS providers for the period of July 1, 2006 through June 30, 2007 fiscal year, the COUNTY has calculated that the Net County Cost set forth in subparagraph 4.0.5 continues to allow for \$8.45 per hour wage, as agreed to in the collective bargaining agreement entered into between the PASC

**AMENDMENT NUMBER 9  
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AGREEMENT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
LOS ANGELES PERSONAL ASSISTANCE SERVICES COUNCIL (PASC)**

and SEIU Local 434B dated October 3, 2005, presuming current state funding levels.

- 6.0.7 With respect to PASC wages for IHSS providers for the period July 1, 2006 through June 30, 2007, the County agrees to pay thirty-five percent of the nonfederal share of wage increase up to \$1.70 above the hourly State wide minimum wage, and pursuant to Welfare and Institutions Code §12306.1 as long as the COUNTY'S share does not exceed \$50,000,000 as specified in 4.0.5 above. Under no circumstance shall the COUNTY'S fiscal contributions exceed the amounts referenced in 4.0, 4.0.1, 4.0.2, 4.0.3, 4.0.4, 4.0.5, 4.1, 4.1.1, 4.2, 4.2.1, 4.3, and 4.3.1 above for the respective fiscal year and under no circumstance is the COUNTY obligated for any portion of a wage or any capitation payments, in excess of those amounts if such funds have been depleted or in any way become unavailable, even during the respective fiscal year. Both parties further understand and agree that in the event the State's share of any wage increase pursuant to Welfare and Institution Code §12306.1, is not forthcoming or in any way becomes unavailable, the COUNTY'S above stated obligation for any wage increase or capitation payments will terminate whether or not the funds set forth in subparagraph 4.0, 4.0.1, 4.0.2, 4.0.3, 4.0.4., 4.0.5, 4.1, 4.1.1, 4.2, 4.2.1 , 4.3 and 4.3.1 remain available. In addition, both parties agree that in the event the State's share of any wage increases pursuant to Welfare and Institution Code §12306.1 is not forthcoming or in any way becomes unavailable, the COUNTY is not obligated under any circumstances, to pay any portion of the State's share. Both parties further agree that Welfare and Institution Code §12306(c)(3) does not obligate the COUNTY in any way or at any time to fund the State share of a wage increase or capitation payments negotiated pursuant to Welfare and Institution Code §12306.1.

6. Except for the changes set forth herein, this Agreement shall not be changed in any respect by this Amendment.

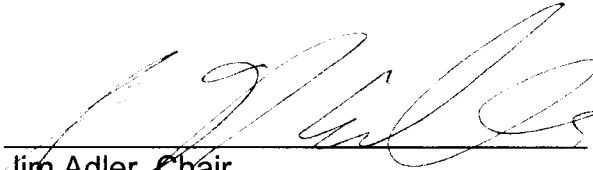
**AMENDMENT NUMBER 9  
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AGREEMENT BETWEEN  
COUNTY OF LOS ANGELES  
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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be signed by the Director of the Department of Public Social Services and the PASC has caused this Contract to be signed by its duly authorized officer(s), on the 29<sup>th</sup> day of June 2006.

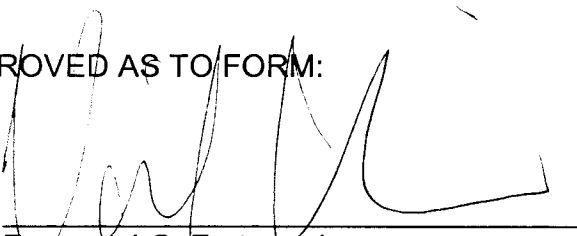
COUNTY OF LOS ANGELES

By   
Bryce Yokomizo, Director  
Department of Public Social Services

PERSONAL ASSISTANCE SERVICES COUNCIL

By   
Jim Adler, Chair  
PASC Governing Board

APPROVED AS TO FORM:

By:   
Raymond G. Fortner, Jr.  
County Counsel